The Tilford Will Case- Decisions-Business in the General Sessions.

UNITED STATES DISTRICT COURT-IN BANKRUPTCY. The Case of Culver, Penn & Co .- Discharge

of the Bankrupts.

The facts of this case have been frequently reported the HERALD. Certain creditors opposed the dissharge in bankruptev of John R. Penn, Charles V Culver and Lucien H. Culver. The creditors filed cideations of objection to the discharge of the bankrupts, the third specification alleging that Charles V. Culver swore, in his oath to his schedule Charles V. Cuiver swore, in his onth to his schedule of debts, that he had no property in his own name, nor in the name of any other person, and no shares in any company except ten stares of stock in the Reno Company, of a nominal value when in reality he was owner of 10,000 of the stock of that company. These shares, it is alleged, stood on the books of the company in the name of Robert F. Brooke, and were held in trust by him for the use and benefit of Charles V. Caiver. The fourth specification sets forth that Charles V. Chiver allowed these 10,000 shares so to stand on the books of the Reno Company with the object of concealing them, and that, frauculently intending to conceal them and prevent them from getting into the possession of his assinge in bankruptey, he omitted all mention of these snares from his schedule. The sixth specification charges that, being insolvent, Charles V. Chiver transferred to a creditor of the bankrupts V. Chiver transferred to a creditor of the bankrupts octain shares of stock in the Reno C mpany, intending to give a preference to such creditor over the other cicetiors of the firm. The stock transferred to such creditors was some of the stock that stood in the name of Brooke.

the other creditors of the hrm. The stock transferred to such creditors was some of the stock that stood in the name of Brooke.

Yesterdar Judge Blatchford rendered his decision in the above case. He says:—The question in the above case. He says:—The question in wolved in the third, fourth, fifth and sixth specifications is whether the stock which stood in the name of Brooke was the property of Culver or was held by Brooke in trust and confidence for the use and benefit of Culver. An examination of the testimenty leads me to the conclusion that the opposing creditors have not established that such stock was the property of culver, or was held by Brooke in trust for mm. The only trust shown is a trust created by Brooke for the beneal of such of the creditors of the bankrupt who were such prior to September 27, 1867, as should choose to take for their debts shares of stock in the Reno Company at par, such shares being the absolute property of Brooke, free from any claim or interest of Culver. The title of the bankrupts to all stock in the Reno Oil and Land Company, Such lands passed to Brooke. They were made by him the capital of a new company, called "The Reno Company," and he created the trust referred to for the benefit of the creators of the bankrupts with a view to relieve the bankrups from their debts, and at the same time to secure the co-operation of such creditors as stockholders in the company and avail himself of the energy and skill of Charies V. Culver in developing the interests of the company and making valuable the entire stock, as well that reserved to himself as that offered to the creditors. The fifth specification charges that that reserved to himself as that offered to the creditors. The fifth specification charges that thaties V. Culver, with the Iranducent intent of controlling the appointment of an assignee in bankruptsy in this proceeding, procured a false and fictions debt. This specification is not proved. Discharges are granted to all three of the bankrupts.

The Manitoba Mutiny Case.

Yesterday Commissioner K. G. White decided to hold Thomas Walshe, Robert Walshe, Charles Carr and Thomas Shea, who are charged with piracy and attempting to murder the captain and mate of the British ship Manitoba on a recent voyage from Car-diff to this port. An order for their extradition will accordingly be made out by the State Department, Jeremian Fitzpatrick, John McDonnell and Thomas Wood, who had been charged as having participated in the above offence, are still in custody, no dispoution having been made in their case.

Alleged Attempt to Murder on the High Sens. Yesterday afternoon a number of deputy marshais proceeded down the bay for the purpose of arrestfour seamen on board the American vessel J. L. Owen, who are charged with attempting to minder the first and second mate during a voyage from Gabraitar. It is understood that the prisoners will be brought up for examination this morning before Commissioner Stields.

SUPREME COURT-SEVERAL TERM.

Right of a Stockholder to Bring Suit. Before Judges Ingraham, Barnard and Cardozo.

Cornella Gilman vs. The Greenpoint Sugar hs.-The plaintiff owned nearly one-third of the stock of the company, and claiming that it had suspended operations for a year moved to dissolve the corporation and obtained the appointment of a re-ceiver, from which the defendants appealed. The defendants claim that there was no such suspension. defendants claim that there was no such suspension. The chief point taken on the appeal is that a stockholder has no power to bring such action, but that the suit must be brought by the people. Decision was reserved.

SUPREME COURT-CHAMBERS.

Decisions. By Judge Barnard. Dewey vs. Depew .- Reference ordered. en vs. Condict et al. - Motion grant Jessup vs. Heigfeld et al.-Reference ordered.

Wheeler vs. See .- Motion granted. Trimble vs. Stetily et al. -Same. Allerton vs. Wilmot .- Reference ordered.

Allerton vs. Wilmot.—Reference ordered.
The Mutual Life Insurance Company vs. Jacob
Carpenter, Jr., et al.—Motion granted.
Bartiett vs. Chass et al.—Reference ordered.
Eggins vs. Eggins.—Motion granted.
R. ad vs. Mies.—Same.
Jones vs. Legrain.—Same.
Rios vs. Mead.—Same.
Galtaher vs. Haipford et al.—Same.
Kiein vs. Klein.—Motion demed.
Cooper et al vs. Van Tassel.—Same.
Tout vs. Weidersum.—Motion granted.
In the Matter of the Application of the Brevoort
Insurance Company.—Same.
Voorhies vs. National Citizens' Bank—Memoranda.
Voorhies vs. Geiger.—Motion denied.

By Indee Brady.

By Judge Brady. Tout es. Weidersum. - Order applied for amended

and granted. Rochester vs. The Sullivan and Erie Coal and Railroad Company.—Allowance made of \$100.

Jeneit vs. Black.—Order settled and direction to enter order.

Abrams vs. Hart.—Order for allowance settled.

Orr vs. The Mayor, dc.—Motion for allowance granted.

SUPERIOR COURT-SPECIAL TERM. Decisions. By Judge Monell.

Porter vs. Parmly .- Order granted. Dodd et al. vs. Stettmer .- Motion granted, with ten dollars costs to abide event.

Agnewers, Harming,—Order granted.

John Mosehowsky vs. James O'Brien.—Same.

COURT OF COMMON PLEAS-SPECIAL TERM.

A Russian's Reasons for Renouncing Matri-

Before Judge Larremore. Doretha Bach vs. Morris Baumfeldt .- This was a motion made by defendant's counsel to vacate an order of arrest issued against Baumfeldt, a Russian by birth, at the instance of the plaintiff, who sues to recover damages against him for all ged breach of promise. The moving papers detail the woes of the afficted Russian substantially to this effect:—In 1854—he being then in his thirty-third year—he arrived in this city, which he made his residence until august, 1867. He then took a trip to California, and returned again in February, 1871. On his way nither from San Francisco he formed the acquaintance of a person by the name of Marcus J. Silver and family, whom he visited at their residence here. In the bosom of this happy family he met the fair plaintiff, and after a few preliminary interviews a Mrs. Asche proposed to "break the saucer," which, among persons of Jewish faith, means an engagement or promise of marriage. When the defendant saw the ceremony about being performed he declined to accept it in that hight, and protested that no engagement or thought of engagement, so far as he was concerned, existed. Mrs. Asche, nevertheless, persisted in "breaking the saucer," and plaintiff, relying upon that as a promise of marriage, now brings suit for the breach thereof. On behalf of defendant his own affidavit was read, in which he disclaimed any promise to marry or any intention to afflicted Russian substantially to this effect:-In fendant his own amdavit was read, in which he dis-cisimed any promise to marry or any intention to commit matrimony with the plaintid, for the reason that "plaintid is considerably older than deponent, has lost (Tell it not in Gath, puolish it not in the streets of Askeloni her hair and teeth and wears a wig and artificial teeth, and with such a woman he could know no happiness." Taking commisera-tion on the poor Russian, so fearfully imperited, Judge Larremore reduced the ball to \$250.

Decisions. Ottoell vs. Gallagher.—Order granted.
Schleistein vs. Soprint.—Motion granted.
Wo.ff vs. Meyersterg.—Order for judgment granted. By Judge Larremore.

ranted.

Myer vs. Riebisch.—Juagment ordered.

Zeitinger vs. Barendon.—Order granted for juagment and writ of inquiry.

Thorn vs. Jayurs.—Reference ordered.

Yeyrac vs. Veyrac.—Same.

By Juage Joseph F. Daly.

Haviland vs. Welle.—Order settled.

An Operatic Arrangement in Court-Brigneli Whistling Instead of Singing to a Tune of Costs.

Before Judge Alker.

Maurice Grau vs. Pasqualo Brignoli.—This was an action brought to recover the sum \$191 45 for services rendered by the plaintiff for the defendant. It appeared that the defendant entered into a co-partnership with C. A. Chizzola and A. Durand for the purpose of rendering Italian opera in the cities the purpose of rendering Italian opera in the cities of New York, Cincinnati and Chicago, and that Mr. Chizzola employed the plaintiff as agent at a salary of seventy-five dollars a week and traveiling expenses, to proceed to Chicago, and there make arrangements for the production of opera. The plaintiff, accepting the engagement, which lasted two weeks, proceeded to Chicago, and there effected arrangements by which opera was rendered, but which was not a success in a financial sense. After the rendition of the opera several little bills were presented for payment, but the wherewithal not being forthcoming a warrant was issued for the arrest of Mr. Chizzola, who, not caring to spend many more days in the Queen City of the West, entreated Mr. Grau to hypothecate his chronometer for the release of his (Chizzola's) body, with which entreaty Mr. Grau complied, Chizzola assuring him that the company would redeem the watch, but which assurance has never been verified. It depended that the copartnership was to the effect that Mr. Brisholl was to have \$500 a week for his services and forty per cent of the profits, and the lesser lights—the other two members—thirty per cent each, and each to share the losses in proportion to their interests in the profits. The delence was that the defendant was not a member of the company, although he admitted he was to receive \$500 a week and share in the profits in proportion to forty per cent. Chizola and furand corroborated the plaintiff. Judgment for plaintiff. of New York, Cincinnati and Chicago, and that Mr.

SURROGATE'S COURT.

The Tilford Will Case.

Before Surrogate Hutchings. Yesterday Edwin James, counsel for the contest-ant, summed up the evidence adduced on behalf of the opposition to the bill. He admitted the almost sacred axiom that no testamentary disposition of property should be disturbed but upon very strong proof of incompetency; but upon the other hand, when a will, as he contended, had been made at a time when it was known that the mind of the testatime when it was known that the mind of the testator was affected, that will never read to him, the draft and instructions never read to him, the in and instructions never read to him, all done in nurried secrecy—the papers which should have been preserved all burned, then society required that protection should be thrown around the enfeebled mind, and such a will should not be deemed to be a legal and valid disposition of property. The counsel reprobated in strong terms the conduct of Reynolds, who made the will, and dwelt upon the intentions which the testator had expressed of providing a home for his widow. Reynolds had made her dependent upon him, a course the testator, in his sound mind, would never have sanctioned. Mr. Scudder, counsel for the proponents, submitted a written argument, and the Surrogate reserved his decision.

MARINE COURT-PART L Decisions.

By Judge Curtis. Breele vs. Devou .- Judgment for plaintiff. Warren vs. Shields. - Referred by consent. Gorgens n vs. Snider .- Judgment for plaintiff. Collins vs. Myer .- Dismissed. br wster vs. Baidwin.—Dismissed. Lemon vs. Murphy.—Judgment for plaintiff,

COURT OF GENERAL SESSIONS. Before Recorder Hackett. Assistant District Attorneys Feilows and Sullivan appeared for the prosecution yesterday.

PLEADS GUILTY. Arthur Pahn and Walter Conclough (youths) pleaded guilty to stealing a horse and plumber's wagon, worth \$350, on the 20th of May, the property of John F. Finn. As the Recorder learned that both the prisoners had been in the House of Refuge, he sent them to the Penttentlary for three years.

John Waters, who, in connection with Frank Weldon, was charged with stealing a clock, two coats and a quantity of cigars, on the 3d of May, from the restaurant of Joseph H. Thies, was tried and acquitted.

and acquitted.

SENTENCED FOR BURGLARY.

Peter McLaughtin pleaded guilty to an attempt at burglary in the third degree. On the 1st of May the prisoner broke into the saloon of John J. Hayes, 5-0 Ninin avenue, and stole eighty-two dollars' worth of cigars and forty dollars' worth of liquor. He was sent to the State Prison for two years and six months.

sent to the State Prison for two years and six months.

Henry Carroll, who was indicted for the third degree of burglary, pleaded guilty to an attempt to commit that offence. The boot and shee store of Henry Schwerdieger, No. 111 Laurens street, was burglariously entered last month and two pairs of gaiters, worth eight dollars, stolen. His honor sentenced him to the State Prison for two years and six months.

Ellen Lee, a woman of the town, who was charged with stealing jorty-five dollars from John Miller at a disreputable house in Baxter street, on the 15th of May, was acquitted.

John sictourt, a youth, was tried upon a charge of stealing eighty-five dollars, on the 9th of January from a bur au in the room of Mrs. Brown, marro, of the Elevenit ward lodging house. The evidence was only circumstantial, and the jury gave him the benefit of the doubt by rendering a verdict of not guilty.

guilty.

AN INSANE ICONOCLAST SENT TO THE STATE PRISON. The case of special interest on yesterday's calendar was that of John Gibney, who was indicted for a felonious assault and battery upon Michael Cuiley under peculiar and aggravating circumstances. The complainant testified that on Sunday, the 14th of May, while present at the St. Vincent Catholic church, corner of Sixty-sixth screet and Lexington bis attention was drawn to the present.

arenue, his attention was drawn to the prisoner, who walked down the aisie with a large axe in his hand, and upon reaching a large crucinx, around which a number of children were gathered, the witness saw the prisoner push the children away. Gioney then raised the axe and was about to

which a number of children were gathered, the witness saw the prisoner push the children away. Gioney then raised the axe and was about to strike the cruciatx, when Culley jumped over and caught the axe, whereupon the prisoner drew a knife and inficted two womas, one on the forchead and another on the top of the head, from which the blood flowed so profusely as to render him insensible and to disquality him for work ever since.

Edward Philips, who was attending service at the time, witnessed a portion of the occurrence. After hearing a scream he looked over and saw Culley bleeding and Gloney holding a knife in his hand. The witness pushed the prisoner to the door and gave him in charge of policensen. The knife that the prisoner had was five or six inches long, and he acted something like a cray man.

John Meintyre gave his narrative of the affair, testifying that he saw the complainant wrench the axe out of the prisoner's hand, and afterward saw Gibney take a knife from some part of his person and cut Chiley in the head.

Officer Hitchman, who arrested the prisoner, said that he saw people rushing out of the church, and that when he took the prisoner in charge a finger on the right hand was cut; the axe and the knife were brought to the station house.

John Gibney, being sworn in his own behaif, stated that he had lived in New York for twenty-five years; was a stone cutter by occupation, and on this Sunday proceeded to the St. Vincent Catholic church, which he frequently attended, for the purpose of cutting down the cross. On the previous day he bought the axe in Eighth avenue and took the knife to defend himself in case he was attacked by anybody. The accused was then asked why he wished to strike down the cross and put Christ on the floor, because there is no room for Him or His Father over my head; and as soon as the crocking would touch the floor it would smash every royal clown on earth and give religious liberty and liberty every way to all."

and give religious liberty and liberty every way to ail.?"

After the testimony was in counsel for the prisoner claimed that the prisoner's demeanor ought to satisfy the jury that he was insane, while Colonel Fellows, in a clear argument, maintained that, although the prisoner might have entertained curious notions about the cross, the testimony showed that he was sane enough when he stabbed the compiamant. The Recorder, in his charge, intimated to the jury that if they had any doubt of the prisoner's sanity at the time of the cutting they might render a verdict of not guilty on the ground of insanity. The jury, however, rendered a verdict of guilty, and the Recorder sentenced him to the State Prison for seven years, Cononel Fellows remarking that if the medical attendants at the State Prison discovered that Gibney was really insane they could order his removal to the asylum.

COURT OF SPECIAL SESSIONS.

Another Car Hook Affair-A Driver and Conductor Assaulted by a Drunken Passenger-Before Justice Shandley.

The calendar at the Court of Special Sessions comprised thirty-six cases yesterday morning. The court was attended by a large number of persons, who crowded all the benches. ANOTHER CAR SCUARBLE.

John Dillon was riging in a car belonging to the Bett line, running from the Battery to Forty-second street, a few days ago, and pretended that he wanted to get off when he arrived at Grand street. He called on the driver, Edward B. Sackett, to stop, but as the latter was on the switch crossing the road he was unable to stop at that particular place, and so intimated to Dillon. On hearing this Dillon leaped out on to the platform in front of the car and began to abuse the driver for not obeying his orders, and finally struck him in the face with his fist. The criver said he would not stand either abuse or blows from the detendant, so he called a policeman and gave him in charge. The policeman, however, per-

suaded the driver to let the man go, as he was in a state of intoxication and "pretty ar gone," and the driver agreed to this, allowing the man to remain on the car. When they arrived at the foot of Twenty-seventh street and Tenth aveaue Dillon came out again, in a furious rage, concerning some imaginary insuit or wrong which he supposed he had sufered at the hands of the driver, and denanded satisfaction. The latter them advised him to return and take his seat inside the car, or he might possioly full of and nurt himself; whereupon the defendant caught up the car hook, and, after flourishing it for a few seconds, declared he would have the satisfaction he had asked. What that satisfaction was no one knew. He tenen struck the driver with the hook, using trightfully indecent language all the time—heaping all the curses from the satume regions on to the head of the driver. The conductor, fluding that the altereation did not nerease the speed of the car oy any means, then came forward and requested Dillon to desist from quarreling with the driver and either take his seat or leave the car. He refused to do either, but struck the conductor in the face with his fist, and sent him, in rogues' vernacular, a long distance beyond that place mentioned so clearly in the Athanasian Creed, lie was again arrested, and when taken before the court for trial was unable to make any other defence than that he was druuk. Judge Shandley said that that was no palliation for the crime of assanting a man with a car nook. Suppose, in a desperate moment the man had been killed, what a fine figure he would have cut at the Court of Over and Terminer or eisewhere under trial for murder instead of being arraigned for assant and battery! He should send him to beware of using iron bars across the pericraniums of his fellows.

CEURI CALENDARS—THIS DAY.

COURT CALENDARS-THIS DAY.

SUPREME COURT—GENERAL TERM—Held by Judge's Ingraham, Barnard and Cardozo.—Nos. 105, 106, 107, 108 109, 110, 111, 112, 113, 114.

SUPREME COURT—CIRCUIT,—Part 1—Held by Judge Brady.—Nos. 339, 369, 181, 383, 45, 49, 77, 115, 121, 169, 169, 211, 2234, 251, 271, 395, 409, 1091, 419. Part 2—Held by Judge Van Brunt.—Nos. 288 15, 266, 90 15, 1074, 72, 68, 154, 146, 18 15, 646, 262 15, 1234, 288 15, 36 15, 1095, 1395, 300, 302, SUPREME COURT—SPECIAL TERM—Held by Judge Sutherland.—Case on.

1294, 2884, 36 %, 108 %, 168, 1090, 1336, 300, 302, SCPREME COURT—SPECIAL TERM—Held by Judge Cardovo.—Nos. 46, 60, 149. Held by Judge Cardovo.—Nos. 46, 60, 149. Held by Judge Barnard.—Nos. 65, 64, 8345, 98, 99, 145, 153, 176, 179, 180, 181, 182, 183. Call 204. Held by Judge Ingraham.—Nos. 8, 10, 90, 137, 198, 199, 200, 201, 202.

SUPERIOR COURT—FRIAL TERM—PART 1—Held by Judge Barnard.—Nos. 650, 346, 260, 1256, 1384, 1386, 62, 612, 510, 216, 678, 694, 683, 704, 706.

COMMON PLEAS—PART 1—Held by Judge Joseph F. Daly.—Special set down causes—Nos. 229, 962, 932, 113, 933, 950, 224. Set down causes of May term for June—Nos. 30, 45, 65, 73, 100, 137, 161, 174, 192, 195, 236, 270, 322, 332, 339, 345, 369, 393, 431, 433, 473, 487, 512, 513, 524, 518, 673, 697, 700, 730, 734, 737, 761, 755, 815, 843, 846, 847, 866, 861, 966, 913, 922, 923, 934, 944, 931, 1405. Part 2—Held by Judge Paly.—Nos. 73, 61, 63, 917, 553, 865, 916, 944, 947, 555, 644, 615, 974, 975.

COMMON PLEAS—EQUITY TERM—Held by Judge Robinson.—Nos. 77, 45, 117 to 142 inclusive.

Marine Court—Part 1—Held by Judge Curtis.—Nos. 5664, 5849, 5966, 5903, 6014, 6015, 6019, 6025, 6030, 6602, 5866, 5902, 5906, 6622, and Dollner vs. Isaacsen. Part 2—Held by Judge Robinson.—Nos. 77, 48, 117 to 142 inclusive.

Marine Court—Part 1—Held by Judge Curtis.—Nos. 5667, Hendrick vs. Nilson, Woodruif vs. Shelton, Moliaz vs. Hewitt, Doorland vs. Sampson, 5820, Bruce vs. Franklin, 6476, 6641, 6572.

BROOKLYN COURTS.

SUPREME COURT-SPECIAL TERM. The Assessment Imbroglio-Judgment for the

City. Before Judge Gilbert. The suits entered against the city for an injunction to restrain the Collector of Taxes and Assess ments from collecting assessments due for repairing Montague, Pierrepont, Scher merhorn, Smith and Cumberland streets, Pirst place, Portland and Atlantic avenues, came up again before Judge Gilbert yesterday. The proceedings were of an informal charac

ter, inasmuch as the decision of this Court rendered ter, inasmuch as the decision of this Court rendered some time ago, which vacated the injunction, was regarned as covering the questions involved, and consequently entitling the city to judgment on the pleadings.

On behalf of the property owners, however, Mr. Choate stated that he formally opened his cases, and Mr. De Witt, Corporation Counsel, moved that judgment upon the pleadings be entered.

Mr. William M. Evarts stated that he desired it simply to be understood that he tendered proof upon the allegations in the complaints. The Court overruled against the offer of proof and decided in favor of the motion, giving judgment to the city. The cases will now go upon appeal.

UNITED STATES DISTRICT COURT. Important Decision in Admiralty.

Before Judge Benedict.
William D. Morgan vs. James T. Tapscott, James H. Spencer and the Ship William Tapscott .- I am of the opinion that the decision of the Supreme Court of the United States in the case of the ship John Jay is decisive in this case. According to the reasoning of the case of the John Jay such an action as the present cannot be maintained in the

Admirally.

The principle in the two cases is the same, and I am bound, therefore, to apply here the rule iaid down by the Supreme Court, and pronounce against the jurisdiction. The same effect was given to the decision of the case of the John Jay, in a case decision of the case of the John Jay, in a case similar in many respects to the present, by the learned Judge Ware. (The William D. Rice, Novem-ber, 1857—10 Law Rep., 501.) The exceptions to the jurisdiction of the Court are, therefore, sustained, and the libel dismissed for want of jurisdiction.

COURT OF APPEALS.

Decisions.

ALBANY, June 6, 1871. The following decisions were rendered in the

The following decisions were rendered in the Court of Apeals to-day:—
Judgments affirmed, with costs.—Atkins and Another vs. Elweil and Others; scoville vs. Maury; Pomeroy and Another vs. Shaw Conckin and Another, Assigness, &c., vs. The Second National Bank of Oswego; Warring and Others vs. the Indemnity Fire Insurance Company; Anderson and Another vs. Brower; Oddie et al. vs. The National City Bank of New York.

Judgment affirmed, with costs, and clerk directed to send with the remittur certificate filed nerewith—Bigelow, by Dike, his Guardian ad inem, vs. The Erie Raniway Company.

Order affirmed, without costs, of this appeal to either party—Erie Railway Company vs. Ramsey.
Judgment reversed and new trial granted, costs to abide events—Gorton vs. The Erie Railway Company; Baddwin vs. The United States Telegraph Company;

pany; Baidwin vs. The United States Telegraph Company.

Appeal dismissed, without costs—abbott vs. The Metropolitan Insurance Company.

Motion to dismiss appeal denied, without costs, and the clerk of the Supreme Court directed to return papers used upon motion to substitute—Ger, trude A. Hackett, ex., &c., vs. plaintiff, as per draft-order filed; Richard Hackett and Gertrude A-Hackett, ex., &c., vs. Baldwin.

Judgment modified and plaintiffs declared entitled to a satisfaction of the judgment on paying the amount due thereon after deducting \$500, the interest of C. D. Miller therein, and the interest on said amount, and as thus modified the judgment is affirmed, without costs in this court to either party as against the other—Beers vs. Henderson.

COURT OF AFFRAIS CALENDAR,

The following is the Court of Appeals day calendar for June 7:—Nos. 37½, 279, 300, 301, 302, 303, 202, 259.

A CHE HUNDRED DOLLAR COSTUME.

The Desires of a Domestic for Her Mistress Best Dress-Stealing, Fleeing, Hiding, Accomplices and Arrest. Catharine Burghard, a very engaging kind of a

domes ic, was yesterday taken before Justicee Hogan, at the Tombs, charged with stealing a magnificent costume dress, worth \$100. the property of Mrs. Ellen Perry, of 59 New Bowery, by whom sie has lately been employed. Catharine was left alone in the house on Sunday last, and conceived a strong predilection for the dress, which desire she determined to gratify. She took the dress, locked up the room in which she found it and left the house. When Mrs. Perry discovered the loss of the costume, and on inquiry failed to discover the whereabouts of her renegade servant, she gave information to the police, who found her at No. 63 James street. But the valuable garment had passed into other nands. She admitted having soid it to Hannah Connors, of No. 33 James street. Hannah, in turn, finding it of too great value for her own use, again disposed of it to Ellen Burke, a young girl living in Roosevelt street, for a trifling sum of money. The officers arrested both Burghard and Connors, whom they took with them to Burke's house for the purpose of identifying the property. Arriving at the latter's residence, she admitted purchasing the dress, and handed it over to the officers; but, like her friends, she was taken to the Tombs, where they were all committed for trial. Ellen Perry, of 59 New Bowery, by whom she has

THE TUITE STABBING CASE.

Ante-Mortem Statement-An Ice Talk Lend-

Ing to a Row.
Yesterday afternoon Coroner Hermann proceeded
to Believue Hospital and took the ante-mortem statement of William Tuite, who was stabbed in the abdomen by a knife in the hands of Patrick Kane with whom he had a quarrel at a groggery in West with whom he had a quarrel at a groggery in West Twelfth street. Tune said he was talking about too when Kane called him a "d—d llar," to which he finite; responded in similar language. Then they had a clinen, and Kane, being pushed off, pulled out a knife and stabled Tuite in the abdomen, immediately after which he ran away. Tune says he never spoke to Kane before that night. They were both under the induence of liquior at the time.

The jury rendered a verdict against Kane, who is in prison awaiting the result of his victim's injuries. Tuite's life is in no immediate danger.

FOREIGN EXCHANGE LOWER.

The active borrowing demand for cash gold unsettled the foreign exchanges until toward the close of business, when comparative steadiness was restored by a lowering of the rates for sterling an eighth per cent. Quotations closed as follows:-Sterling, sixty days, commercial, 109% a 110; good to prime bankers', 110% a 110%; short sight, 110% a 110%; Antwerp, 5.20 a 5.15; Switzerland, 5.17 % a 5.13 %; Hamburg, 35 % a 36 %; Amster. dam, 40% a 41; Frankfort, 40% a 41; Bremen,

78% a 79%; Prussian thalers, 71% a 71%.

A "SQUEEZE" IN GOLD-112% A 112%. The "buils" in the gold market made good their threats of locking up gold and forcing the "shorts" into paying extravagant considerations for the use of it in the Clearing House and for nelivering generally. The sum of \$3,000,000 was withdrawn from the market, as shown by the Clearing House figures this atternoon. The "bears" were consequently compelled to borrow at the best rates possible, and the demand became so sharp that they paid in some cases as high as 1/4 per cent for the use of gold until to-morrow. After the Clearing House settle ment some of the "bulis" who had held out for still higher rates were in turn forced to find a market, Clearing House, was 1-64; but in the engagements for to-morrow fresh activity set in and 3-32 was paid for the use of gold in the next settlements. The specie export to-day was only \$201,000, although the engagements were originally larger, the withdrawals having been made on ac count of the temptation to employ the gold in loans. The change in rates for cash gold led to a general shifting of loans, and the clearances show immense transactions. The actual dealings in the market simply responded to the difference for cash gold and were not above the ordinary amount. The fluctuations in this respect are shown in the table:-

 
 10 A. M.
 112½
 2 P. M.
 112½

 11 A. M.
 112½
 3 P. M.
 112½

 12 M.
 112½
 4 P. M.
 112½

 1 P. M.
 112½
 5:30 P. M.
 112½

 1 P. M.
 112½
 5:30 P. M.
 112½
 In the gold loan market the rates for borrowing ranged from flat to % per cent per day. The operations of the Gold Exchange Bank were as follows:- 

 Gol 1 cleared.
 \$117,413,000

 Gold balances.
 3,959,511

 Currency balances.
 4,524,027

 GOVERNMENTS FIRM.

The government list was strong and a fraction higher, in sympathy with the advance in gold. The auditional subscriptions to the new loan to-day were \$20,000. The following were the closing street quotations:-United States currency sixes, 115% a 115%; do. do., 1881, registered, 114 a 114%; do, do., conpon, 117% a 117%; do. five-twenties, registered, May and November, 111% a 112; do. do., 1862, coupon, do., 112 a 112; do. do., 1864, do. do., 111% a 112; do. do., 1866, do. do., 111% a 112; do. do., registered, January and July, 110% a 110%; do. do., 1865, coupon, do., 114% a 114%; do. do., 1867, do. do., 114% a 114%; do. do., 1868, do. do., 114% a 114%; do. ten-forties, registered, 109% a 109%; do. do., coupon, 110 a 110%.
SOUTHERN SECURITIES FIRM.

The Southern State bonds were firm, and for the Tennessees and South Carolinas higher. The Treasurer of the State of South Carolina advertises his readiness to pay the July Interest on and after the 1st proximo, and also to redeem \$200,000 of the principal of the debt falling due on that date. The following were the only quotations made at the last board:—Tennessee sixes, old, 71% bid; do. do., new bonds, 71 1/2 bid; Virginia sixes, old, 68 1/2 bid; do. do., new bonds, 73 a 7434; do. do., registered, old, 56 a 56%; Georgia sevens, 94; North Carolina sixes, old, 47¼ a 47½; do. new bonds, 26½ bid; do. special tax, 19% a 20%; South Carolina sixes, 75 a 78; do. January and July, 63% a 63%; Missouri sixes, 95%; do. Han-70; do. new bonds, 68; do. do. levee bonds, 68% a 70%; Alabama fives, 73 bid; do. eights, 102 a 104. STOCKS STRONG AND BUOYANT.

The stock market was strong throughout the list, with a sharp advance in prices. The railways were favorably influenced by the announcement that the trunk lines to the West out of New York had agreed to a further advance in the tariff of freight charges, the new schedule of rates being, on an average about 25 per cent higher than that previously adopted. A Wasnington despatch says that the Secretary of the Treasury has not as yet received the opinion of the Solicitor of the Treasury on the right of the New York Central Railroad to appeal from the recent decision of Commissioner Pleasonton, and that if the Solicitor decides that the Secretary cannot entertain such an appeal the railroad company will, it is understood, pay the tax in accordance with the Commissioner's decision, and then file a refunding claim and carry the case into the courts. Lake Shore advanced to 116% on the statement that the directors will hold a meeting on Thursday next in this city to take action with reference to the scrip dividend. Rock Island ad vanced to 125.

BIGHEST AND LOWEST PRICES.

	Highest.	Lowest
New York Central consolidated.	9836	973
New York Central scrip		923
Erie	2034	29
Reading		1163
Lake Shore		115
Wabash		624
Pittsburg		117
Northwestern		85
Northwestern preferred		981
Rock Island		124
St. Paul		613
St. Paul preferred		80
Onio and Mississippi		46
C., C. & I. C		22
Union Pacific		32
Hannibal and St. Joseph		95
Hannibal and St. Joseph preferr	ed., 95	93
Western Union Telegraph	Ed 50	561
Pacific Mail		43

SALES AT THE NEW YORK STOCK EXCHANGE. Tuesday, June 6-10:15 A. M.

84000 US 5-20, c. '67 11416	25 sha Con Cl of Md 50
5000 do 114%	200 West Un Tel 57%
2000 Tenn 6's, new 71%	200 do b c 67%
1 100m S C 6's, n. Janad'y 63%	200 do 57%
20000 dob c 6316	100 do 5734
7000 Missouri 6's 95%	300 do
6000 NY 6's, '73, 107 1	100 do 57 to
BUGO Ga 7's, g bds 94	100 do 5736
1000 NY Cen 6's, '83 9254	100 do 57%
1 1000 Mich S a f bds 102	250 Oulek M Co 13
4000 Cen Pac gld bds 10214	100 do 1856
1000 U Pac7's 1g b 87	100 Pac M SS Co 434
10000 U Pac 10's, Inc 85	100 co b c 45%
10000 Del, Lack & Wes 2d 97	100 Am Mer U Ex 56%
1000 Ta W lat, S Ld 89%	100 do 56%
8000 Great W 1st, '88 935	100 Adams Ex 8136
1000 Gt West 2d m 86	100 do 81
1000 Pitts, Ft W&Chie 2d 101	100 do 81
5000 C, C & I C, 2d m 72	800 U States Express 04
5000 N J Cen, n b 10334	100 00 68%
10000 Cedar F & Min Ist. 88	AND N VCAHRRE.bc 984
10000 do 8814	200 - 00 15%
1000 Tol. Peo & W 2d 7752	INOON YOL HR RR of 18%
1 9000 do 78	2000 do 93%
2000 St L & Iron M let. 95	300 Erie RR be 294
2000 Mich So 2d m 97	100 L 8 A M S RR 00 110%
30 shs Bk of Commerce 121	700 dobe 115%
54 Ocean Bank 95	
10 Hanover Hank 109	
10 Cent Nat Bk 109	700 dob c 8614
10 Am Ex Bank 11314	100 Chi & N W pf 98%
80 Del & Hudson C Co. 125	800 New Jersey Cen RR 11156
12 do 12434	26 Chic & R I RR 124
500 Md Coal Co 3739	100 do b c 124%
-200 do 37%	100 do 124%
100 American Coal 64%	100 MB A St P pfd 81
600 do 65	
400 Spring M Coal 15	
100 Con Coal of Md 53	
300 40 52%	
200 do 5232	And the state of t
100 do 53%	
800 do 525	400 Union Pac AR 82%
200 do b c 52/4	
	2:15 o'Clock P. M.
\$30000 US 6's, 'M, c 117%	250000 U8 1-20, c, '67b8 114%
	1000 00
10000 UH 6-30, c, '62 112 20000 UB 5-20, c. '67 1144	10000 US 6's. 10-60, o 110
1 20000 Un 0-20. C. 107 114%	10000 00 00 10 10 10 0111 110

One o'Clock P. M. 85000 Tenn 6's, old..... 71% 1000 do...... 71% 1000 Tenn 6's, n.... 71% 10000 Va 6's, old..... 68 

STREET QU	OTATIONS.	
Half-pa	at Five o'Cloc	k P. M
58% a 59 43% a 44 98% a 98% 29% a 98% 117% a 117% 115% a 118 56% a 86%	Northwestern pf Rock Island St. Paul St. Paul pref Wabash Ohio & Miss Union Pacific. Bos, flar & Eric Col, C & Ind Cen	98% a 9 124% a 13 61 % a 6 80% a 8 63% a 6 47% a 4 32% a 8 24% a 2

COMMERCIAL REPORT.

TURBDAY, June 6-6 P. M. ASHES.—The market continued quiet without change in prices. Pots, \$6 '15 a \$7 25, and pearls, \$3 a \$9 75.

COFFEE.—The market for Rio was inactive and prices for

cargoes nominal in the absence of transactions. The samples of 5,725 bags Santos and 5,975 bags Rio, just arrived per steamer Humboldt, will be exhibited to-morrow, which may induce a better inquiry. A small demand prevailed to-day for Rio, in lots, at previous prices. Other kinds were steady induce a better inquiry. A small demand prevailed to-day for Rio, in lots, at previous prices. Other kinds were steady but quiet. Mesars. Arden & White sum up the stock of Rio and Santos coffee in the United States as follows:—New York, 95,460 bags; Raltimore, 47,071; Savannah, 2,000; Kew Orleans, 8,559; Mobile, 6,468; Gairwatton, 5,200. Total, 167,065 bags. We quote:—Rio, ordinary cargoes, 10c. a 10.9c.; rair do., 10½c. a 11c.; cp. 12½c. a 11½c.; extreme range for lots, 10½c. a 15½c., ai gold, per lb., in bond, tairry to sixy days credit. Java government bags), 18c. a 20c.; do., grass mats., 18½c. a 12c.; Singapore, 17c. a 18c.; Ceylon, 18½c. a 17c.; Marcaubo, 18c. a 47c.; Laguayra, 14c. a 16c.; Jananica, 18c. a 16½c.; St. Domingo gold, in bond; 3½c. a 16c.; Costa kites, 18½c. a 1c.; Manila, 14c. a 16c.; Mexican, 18c. a 1ax; Savannia, 16c. a 16½c.; Curacos, 16c. a 16c., alignid, thirty to sixt days credit, duty paid.

Copper.—American ingot was in fair demand at about former prices. We note further sales of 275,00½ is at 21½c. a 21½c, per lb. for lake. Manilactured was without exsential change in Yalue under a moderate inquiry. We quote:—Od sheathing, 18c. a 21c. per lb.; new do., 36c. per lb.; copper bolts. 36c.; per lb.; opper lb., 10c. nails, 22c. per lb., paid cobolis, 24c. per lb.; do. nails, 22c. per lb., and cobolis, 24c. per lb.; der lb.; do. nails, 22c. per lb., and cobolis, 24c. per lb.; der lb.; do. nails, 22c. per lb., and cobolis, 24c. per lb.; der lb.; do. nails, 22c. per lb.; and cobolis, 24c. per lb.; der lb.; do. nails, 22c. per lb.; and cobolis, 24c. per lb.; der lb.; do. nails, 25c. per lb.; and cobolis, 24c. per lb.; der lb.; do. nails, 25c. per lb.; and cobolis, 24c. per lb.; der lb.; do. nails, 25c. per lb.; and cobolis, destrable spinning qualities. For this description a further decided advance was established. Grades under the particular decided washington, une 6, denies the collect advance was established. Grades under the decided advance was established. Grades under the collect adva

made within two weeks from date. with a downward tendency. The sa	The market to	day clos
Export 264	Last Evening.	Tota
Consumption	5:0	0
Speculation 876	48	
In transit 6:34		6
Totals	664	8,9
Uplands. Alabo		NIMA. Text
Ordinary		1.
Good ordinary 17% 17 Low midding 18% 18	1936	1
Midding 1936 19	29 90	
Good middling 20% 20	2 21	21
-The course of the market for	forward deli	veries w
erratic, and under considerable		
advanced Mc. per lb., but	subsequent	y, at
numerous fluctuations, the in	provement	was lo
and the market closed weak. The	transactions	to-day e
braced 11,500 bales, as follows:-J	une, 200 at	19C., 200

numerous fluctuations, the improvement was lost and the market closed weak. The transactions to-day empraced 11,300 bales, as follows:—June, 200 at 19-c., 300 at 19-c., 3

St. Louis choice double extra. 700 a \$ 50 st. Louis choice family. 300 a 10 50 st. Louis choice family. 400 a 6 15 southers No. 2. 500 a 5 50 southers superfine. 6 40 a 5 15 southers assure the superfine. 6 40 a 1 50 corts and the superfine. 7 40 a 5 20 southers assure the superfine. 8 40 a 1 50 corts meal. Western white. 8 40 a 1 50 corts meal. Western white. 8 50 a 2 50 corts meal. Jersey. 3 50 a 50 corts. 3 50 corts.

at 48c. per gallon. Domestic was in moderate request. Sa were contined to lots. We quote:— \$\text{\$\delta\$} \text{\$\delta\$} \t lib bols, do, at 46%, and 16 bols, do, at 49c.; also 40 bols., in store, at 49c.,—The market for refined was fairly active and firm. Crude was quiet, held at 16%, and 15%, bid, with few but unimportant sales. The sales of refined for prompt and folure deliveries were about 20,000 bbls, as follows:—5,000 bbls, reined standard white, for prompt delivery, at 25%, c. \$6,000 bbls, do., seller's option, firs haif June, at 26%; c. 5000 bbls, do., at 184 June, at 26%, c. In Philodelphia the market was duil. Shipping crude was held at 19c., without noteworthy transactions. The reported sales of refined 500 bbls, each, iast half of June, at 26%, and 500 bbls, each, iast half of June, at 26%, and 500 bbls, each, iast half of June, at 26%.

500 bols, each, tast har of dues, day, and as 18%.

PROVISIONS.—Receipts—Pork, 30 bbls.; beef, 25 packages; cut meats, 315 do.; tard, 44 do. Pork was active at the decline of yesterday. The saies were about 4,500 bbls. mess at \$15 for June and July. Bacon was quiet and steady, with sales of 100 boxes Cumberiand cut at 250,. We quote:—short char, 8xc. a 85c.; long do., 8c.; short rib, 8c. a 8xc.; long do.,

124c. for soft white and 134c. for hard.
TALLOW continued active and firm. Sales 200,000 lbs. at 95c. a 95c.
Trin.—Plates were in moderate demand at previous prices. We note sales 2,000 boxes charcond, associated sales, on private terms. We quote:—I. C. charcond, \$8 50 a 58 75, gold, per box; I. C. coice, \$7 25 a \$88, gold, per box; charcond termes, \$7 75 a \$8 60, gold, per box, and cooke cerne, \$8 129 a \$7 1296, gold, per box. The sales include 5 tons Engs lish on private terms. We quote:—Banca, \$8c., gold, per b.; Straits, \$24gc. a \$25gc., gold, per lb., and English, \$2c. a 123gc., gold, per lb., and English, \$2c. a 162gc., a 1

DOMESTIC MARKETS.

Cotton active; middlings, 18%c.; net receipts, 1.5:2 bales; gross, 1,8:6 bales; exports to Brenien, 1,314 bales; sales, 6,000 bales; stock, 95,663 bales. Cotton in good demand; middlings, 1856c.; net receipts, 550 bales; exports to the Continent, 547 bales; sales, 200 bales; stock, 15,027.

bales: exports to the Continent, 847 bales; sales, 200 bales; stock, 15,027.

Flour—Spring quiet and firm; extra spring, \$5 a \$6.00. Wheat easier; \$0.2 spring; \$1.20% a \$1.27%; cash; infermoon duit at \$1.27 a \$1.27%; a self June. Cors active; \$0.3 mixed, \$5%; c a \$3.40., cash; afternoon duil at \$30., seller June. Onts weak; seller \$0.2 at \$49%. Rye firm at \$2.5% a \$80. for \$0.2. Bariey nominal; \$0.2 spring, \$60. Provisions firmer. Meas pork \$14.50 a sale, \$14.50 a \$4.57%, seller July. Lard firmer and \$9.6. cash, \$16.5 a \$4.57%, seller July. Lard firmer and \$9.6. cash, \$10.5 a \$1.57%. Live hogs dull and declined \$160. a \$150; sales at \$5.40 a \$3.85. Cattle very duil and declined \$160. a \$150; sales at \$5.60 a \$3.85. Cattle very duil and declined \$160. a \$150; sales at \$5.60 a \$3.85. Cattle very duil and declined \$160. a \$150; sales at \$5.60 a \$3.85. Cattle very duil and declined \$160. a \$150; sales at \$5.60 a \$3.85. Cattle very bushes flour, \$0.000 bushes wheat \$24,100 bushes corn, \$2,000 bushes wheat \$24,100 bushes corn, \$2,000 bushes corn, \$1,000 bushes corn, \$2,000 bu

From steady and advanced Mc.; corn to Euflaio, 44c.

Flour steady and unchanged; sales 2,500 bbis, at 57 25 for No. 1 spring, 57 50 for amore winter, 55 for white winter, and 55 75 for double extra. Wheat scarce; sales 5,000 bushes choice Chicago spring, by sample, at 31 44; 560 bushes choice white Canada at 31 85, 1,000 bushes extra white Michigan at 31 64, and 1,000 bushes No. 1 Milwantes white Michigan at 31 64, and 1,000 bushes No. 1 Milwantes Chiba at 31 46. Corn dull; sales 4,000 oushels, in lots, at 55c. a 56c. Oats dull; sales 400 bushes Western at 55c. Corn meal, \$1 50 for bolted and \$1 40 for unbotted per cwt. Milfred unchanged; shorts, \$25 a \$35 per ion. Highwines, \$25 a \$25 fmiddings, \$25 a \$35 per ion. Highwines, \$25 c a \$25 c. this stuffs, \$25 a \$25 c. this freights—Figur Sec, wheat 7c, corn 55c. to New York, 100 meal 7c, the Milfred Sec. 50 fmiddings, \$25 a \$35 per ion. Highwines, \$25 c a \$25 c. this freights—Figur Sec, wheat 7c, corn 55c. to New York, 40c, and to Albary, 55c. Hereight by lake—2,550 bushels peas and 544,000 feet of 1 time ber. Shipments by canal—14,800 bushels wheat, 7,800 bushels care, 3,600 bushels outs and 78 time.

## THE RED MAN'S WRONGS.

at Camp Grant—Pencerul Indians Butchered in Cold Blood—Thirty Young Squaws Card ried Off into Debauched Captivity-Tho Apaches Swear to be Revenged Upon the From a private letter written by an eye-witness of

e late Apache horrors in Arizona we make the following interesting extract:-

al, 10, bbla, arket ruled is light, but a noninsally of flour was a mad wind of the massacre. The Apaches, you know, have a lways refused to treat with the government or go on any reservation. The post commander at Camp Grant, Lieutenant Whitman, betieving they could be much improved by a Systematic courses of kinds of the a country to all are well and gradually induced five hundred of them, commoning with a few starving old women, to come into camp near the post and accept food and work. Contrary to all expectation they seemed grateria and disposed to make terms with the government at last; the men were obedient to the slightest suggestion from their new iound friend, and the women and children seemed gay, happy and contented; he speat hours explaining to them, through his latery that had made a brave herling that had made a brave herling them.

they would be taken care of if they would only be peaceable and industrious. They comprehended to be streamed and industrious. They comprehended to be streamed and industrious. They comprehended to be streamed and made a brave beginning toward improvement and were even clearing the ground to put in a crop of corn. But the NOTPRIOUS APACHE AT PEACE was no good news to the white adventurers, whose living depends entirely on the few thousands of hunted and ignorant savages, and accordingly a party of white men, who prefer hostile indians as more lucrative, at and hear Tueson, formed the humane plan of attacking this peaceful camp near was and killing every man, woman and child they could lay hands on. A messenger was despatched to Lieutenant Whitman, telling him his protéges were in danger, and he sent immediately to warm the friendly red men of their peril. His messenger was too lake—the burning huts and the ground strewn with

was too fate—the burning huts and the groundstrewn with
BODIES OF BUTCHERED WOMEN AND CHILBREN
was all there was left of the first earnest attempt to
civilize the Apaches. It was an awful signt. The
survivors had fied to the fastnesses of the mountains. Word was sent to them to bring in their
wounded to the post for care, and they did so, the
principal chief being first to come in. He was naked
and when he held out his hand for the usual shake
he was so choked he could scarcely speak. Almost
like a human being, wasn't it? Pointing to his
naked and solitary con ition he said, "This is my
family"

ike a human being, wasn't it? Pointing to his naked and solitary con thon he said, "This is my family"

THREE WIVES AND SEVEN CHILDREN being killed before his eyes in the space of five minutes. The rest came straggling in one by one, stripped of their clothing, their hair pulled out or cut off, and seemed entirely heart-broken. This shaughter was the end of their first attempt at accepting the white man's protection.

"HRING US BACK OUR CHILDREN," they said to the post commander. "and we will go away from the white man's sight." Thirty of the young and pretty squaws had been carri-d of to a debauched captivity. When the commander took them he would do all he could it seemed to them like mockery. The chief said,

"If you had lost your children and asked me to retake them I should have said no, or I should have got them for you at once, or lost my life trying to."

"Your ways are not our ways, and I can only say I will do all I can for you," responded the commander; "you know what I have done for you before."

"You know us so well," replied the chief, "you know what our ways are. If our people are killed we find the parties guilty if we can. If not we kill anybody we meet, except our sworn friends. You know we have never told you a lie, and you have never lied to us; and now we tell you again we will keep quet and see what this great government of yours will do for us. We know, too, that the men that killed our kindred do not wish us to be at peace, and that they hope to drive us off. After we wait for your government

"KE MUST HAVE OUR REVENCE.

If it does not revenge our loss we will come and tell you, our friend, before we do anything that you may not be able to say, "Those Apaches that I fed, that I worked for, whose children I buried that the covices might not eat them, hed to me and said they would keep the peace. We cannot be at peace when our children are captive and our ramilies killed by our enemies."

"HAT CAN BE DONE
under such discouragements to civilize the Indian F Among a people who make more mone

A Captive Among the Gentle Savages Badorses Major Mowry's Statement. NEW YORK, June 6, 1871.

TO THE EDITOR OF THE HERALD.—

1 have had the pleasure to read the very truthful article in your issue of to-day from the pen of the article in your issue of to-day from the pen of the well known and esteemed army officer, Sylvester Mowry. Delicacy—as a woman understands the word—might restrain me now; but, however, pride and truch require that I should forget sex and endorse, as one who has known and suffered all but death at the hands of the "gentle fock" of the philanthropic Vincent Collins—faithfully endorse—Mr. Mowry's statement. Indeed, the President has done a good thing in the ordering of Major General Crook to this sphere of military life. Ohl would that old Hickory and Harney were living! How like the ride's sharp answer to the man whe handles it would come, "Wipe them out." I endorse severy word of Major Mowry's article upon the Arizona Apaches.

FANNY KELLEY.